DLA-CADMIUM-003

Invitation for Bids for Cadmium Issue Date: APRIL 2, 2001

DEFENSE LOGISTICS AGENCY



Defense Logistics Agency Defense National Stockpile Center 8725 John J. Kingman Road, Suite 4533 Fort Belvoir, VA 22060-6223

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SCHEDULE

SECTION A - INVITATION

A.1 Introduction (JUL 97)

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting bids for the sale of approximately 1,200,000 pounds of cadmium in Fiscal Year 2001. The initial openings will be held on May 7, 2001 at 10:00 a.m., local time, Fort Belvoir, Virginia. If all material is not sold, subsequent bid openings will be held the first Monday of each month at 10:00 a.m. until all material is sold. Bids must be received at the address in Section B.2.a by 10:00 a.m., local time, Fort Belvoir, Virginia. In the event a day scheduled for receipt of bids is a holiday or DNSC is otherwise closed at that time, bids for that day will be received at 10:00 a.m., local time, Ft. Belvoir, VA on the next DNSC business day.
- **b.** Bidders are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material.
- **c.** Delivery is F.O.B. carrier's conveyance. The Government will assist with outloading. (See **F.1.d.**)
- **d.** This invitation supersedes Invitation for Bids DLA-CADMIUM-002, which is hereby cancelled in its entirety.

A.2 Description (JAN 95)

- a. The cadmium offered for sale is in the form of balls and sticks. The cadmium is packaged in boxes weighing 100-110 pounds and drums weighing 575 pounds each. See Section I.2 and J.1 for further description and the location of the offered material.
- **b.** Government analyses indicate that the material conforms to the data listed in Paragraph **A.2.a.**, Sections **I.2** and **J.1**; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

SECTION B - PREPARATION AND SUBMISSION OF BIDS

B.1 Submittals (JAN 95)

Bidders shall submit **all** of the following documents along with the bid unless otherwise noted:

- a. Section I.1, Sale of Government Property Bid and Award (JAN 01), with the section entitled "Execution by Bidder" completed.
- b. Section I.2, DLA-CADMIUM-003 Item Bid Page (FEB 01), with (1) bid quantity; (2) unit price; (3) total bid price; (4) total bid; (5) maximum bid quantity; (6) company; (7) name and title of authorized company official; (7) signature; (8) date; (9) telephone number and (10) facsimile number blocks completed. Where there is a discrepancy between the unit price and the total bid price, the unit price will govern.
- c. Section I.3, Certificate of Independent Price Determination (NOV 00), with (b)(2)(i) completed.
- d. Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).
- **e.** Representations, Certifications and Identifications at Sections **I.5** through **I.7**. If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted; however, **I.1** through **I.4** shall be submitted with each bid.

B.2 General Information (JUL 97)

a. Facsimile bids and modifications will be accepted in accordance with Section B.5. Bids may also be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:

> ATTN: DNSC-XO/Bid Custodian Defense National Stockpile Center 8725 John J. Kingman Road Suite 4616 (Mail) or Suite 4528 (Hand Delivered) Fort Belvoir, Virginia 22060-6223 Facsimile Number (703) 767-5541

Place the name and address of the Bidder in the upper left corner and the following information in the lower left corner on the face of the envelope:

INVITATION FOR BIDS DLA-CADMIUM-003

b. The Bidder agrees, if its bid is accepted by the Government within five (5) working days from the date specified in the Invitation for receipt of bids, to purchase any or

all material on which bids are made, at the price bid, and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Bid and Award (APR 99)**.

c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as an agent and shall tender the bid in the name of the principal.

B.3 Minimum Quantity (JAN 95)

Bids shall be for a minimum of 2,000 pounds or for an entire line item if the remaining quantity on that line item is less than 2,000 pounds. A bid for less than the minimum quantity shall be considered non-responsive.

B.4 Late Submissions, Modifications, and Withdrawals of Bids (NOV 00)

- **a.** Bidders are responsible for submitting bids, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Bidders may use a transmission method authorized by the solicitation (i.e., regular mail, electronic commerce or facsimile).
- b. (1) Any bid, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the sale, and—
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
 - (2) However, a late modification of an otherwise successful bid, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- **c.** Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

e. Bids may be withdrawn by written notice at any time before the exact time set for receipt of bids. If facsimile bids are authorized, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in B.5. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B.5 Facsimile Submissions (JUL 97)

Facsimile bids and modifications will be accepted any time prior to the exact time set for receipt of bids. Facsimile withdrawals will be accepted any time before time of bid opening. Bidders must use the facsimile number: (703) 767-5541.

- **a.** Definition: "Facsimile submission," as used in this Invitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- **b.** Bidders may submit facsimile submissions as responses to this Invitation. These responses must arrive at the place, and by the time, specified in the Invitation.
- **c.** Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Invitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- **d.** Facsimile submissions must contain the required signatures.
- **e.** The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Bidder agrees to promptly submit the complete original signed submission.
- f. If the Bidder chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete submission.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of submission.
 - (5) Failure of the Bidder to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

B.6 Consideration of Bids (FEB 98)

- a. The Government reserves the right to --
 - (1) Reject any or all bids;
 - (2) Waive any informalities and minor irregularities in a bid;
 - (3) Unless otherwise specified by the Bidder—
 - (i) Award a quantity less than the quantity bid at the unit price bid and;
 - (ii) Accept any one item or group of items in a bid, as may be in the best interest of the Government.
- **b.** Bidders may submit multiple bids at various unit prices and may specify a maximum quantity.

B.7 Evaluation of Bids (JUL 97)

- **a.** Bids will be evaluated on the basis of price alone.
- **b.** "All or none" bids will not be accepted.

B.8 Responsiveness of Bids (JUL 98)

- **a.** To be considered eligible for award, bids must be responsive. A responsive bid is one that **fully complies** with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.
- **b.** A bid must clearly state the unit price (fixed price only) for each line item bid.
- **c.** Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid nonresponsive and ineligible for award. For example, failure to fill in the unit price for <u>each</u> line on the Item Bid Page for which a bid is submitted may render the bid(s) nonresponsive and ineligible for award.
- **d.** Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered nonresponsive.
- e. Any bid that does not include Section I.1 Sale of Government Property Bid and Award (JAN 01) fully executed (filled out and signed) will be rendered nonresponsive unless

- (1) the bidder accepts all terms and conditions of the Invitation and
- (2) award of the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.
- **f.** Bids that reject, modify or add any terms, conditions or provisions shall render the bid nonresponsive and ineligible for award.

B.9 Responsibility Determination (JUN 95)

No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, a Bidder shall, at a minimum, have adequate financial resources, a satisfactory performance record, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time).

B.10 Contract Award (JUL 97)

A written award or acceptance of a bid signed by the Contracting Officer and furnished to a successful Bidder within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation.

SECTION C – INSPECTION (JUN 98)

- a. A bidder may, at its own expense, visually inspect the material at the storage locations. No sampling of the material will be permitted.
- b. Requests for an appointment to visually inspect the material at the storage locations listed in Section J.2 Storage Locations must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in Section J.2 Storage Locations, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Bidders will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.
- **c.** Bidders, their agents and representatives shall comply at all times with the rules of the storage location.

SECTION D - PAYMENT

D.1 Payment (FEB 98)

- **a.** Payment shall be made in U.S. dollars.
- **b.** Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in Section J.5. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency.

 A service charge of \$100.00 will be applied to all returned checks.
- Columbus (DFAS-Columbus). If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in D.1.b. charged. Payment shall be accompanied by identifying information including the contract number, invoice number, and a description of the material purchased. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable Defense National Stockpile Center 8725 John J. Kingman Road Suite 4616 (Mail) or Suite 4528 (Hand Delivered) Fort Belvoir, VA 22060-6223

- **d.** Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections F.1.a. and G.10.)

D.2 Payment Due Date (JUL 97)

- a. Unless otherwise specified in the contract, payment shall be made before shipment of material and before the time specified in the executed Section I.1 Sale of Government Property Bid and Award (JAN 01). If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.
- **b.** In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (JUL 97)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b., below.
- **b.** Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section I.1 Sale of Government Property Bid and Award (JAN 01); or
 - (2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL

E.1 Removal of Material (FEB 98)

a. The contract period is based on the quantity of material awarded and begins on the date of contract award. The contract period is as follows:

QUANTITY AWARDED	CONTRACT PERIOD IN CALENDAR DAYS
2,000 - 400,000 pounds	30 days
401,000 - 1,200,000 pounds	60 days

- **b.** If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, the Contractor will be considered delinquent and no material will be shipped until payment has been made.
- **c.** The contract period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section G.7 Default of the Invitation.
- the storage charge is the greater of the following: (1) \$0.005 per pound or fraction thereof (If a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- **c.** Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- **d.** Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section **G.7 Default**).

SECTION F - SHIPPING

F.1 Request for Shipment (JUL 97)

- a. Delivery is F.O.B. carrier's conveyance. At least five working days prior to the date shipment is required to commence the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section J.3 Shipping Instructions (JAN 00) to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.6 as being authorized to request shipment of material on behalf of the Contractor.

 No material will be released until all outstanding delinquent charges and payments have been satisfied.
- **b.** "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier (please include a telephone number where this contact can be reached).
 - (4) "Ship to" location.
 - (5) Minimum load per conveyance (optional).
 - (6) Desired shipping schedule.
 - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
 - (8) Any additional pertinent information.

- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section J.2.
- d. Outloading is to be accomplished by truck. The Government will provide lumber and nails from available depot stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- **e.** The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.
- **f.** Requests for shipment shall be for a minimum of 2,000 pounds. Shipping instructions and information requested in paragraph b., above, are to be furnished to the following address:

Defense National Stockpile Center ATTN: Cadmium Contracting Officer 8725 John J. Kingman Road Suite 4616 (Mail) or Suite 4528 (Hand delivered) Ft. Belvoir, VA 22060-6223 Facsimile Number: (703) 767-5484 or 5411

- **g.** The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- h. The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section **J.2** for identification of unstaffed locations.

F.2 Insurance Requirements (APR 95)

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- **b.** General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (JAN 95)

- **a.** No outweighing of material will be performed by the Government. The Government weights of record shall govern. The Contractor may elect to have a representative present to witness the outloading.
- **b.** Weight certificates shall be provided at the expense of the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.
- c. In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

F.4 Weight Discrepancy (JAN 95)

- a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within two working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.
- **b.** No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

F.5 Assumption of Risk and Disclaimer of Liability (JUL 97)

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material. The Government assumes no liability for any damages to the property of the Contractor or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

F.6 Adjustment for Variation in Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by two percent (2%) from the quantity or weight listed in the Invitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

F.7 Environmental Protection (JUN 95)

a. Transportation Requirements

- (1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)
- (2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Invitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

(1) Bidders are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including

- obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard 29 CFR 1910.1200 are incorporated herein. (See Section **J.4**) This data provides specific toxicity and health related data for the protection of human health and the environment. Bidders should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Bidders shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Invitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.
- (2) The material bid under this Invitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.
- (3) The wood pallets or materials used to package the commodity sold under this Invitation may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Amendments and Modifications (JAN 95)

- **a.** Changes in terms and conditions of this Invitation shall be accomplished by written amendment only.
- **b.** Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

G.2 Title (JAN 98)

Title to the material shall pass to the Contractor upon execution of the contract; however, removal is subject to the remaining terms and conditions of the invitation and any resulting contract.

G.3 Risk of Loss (JAN 98)

- **a.** Prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- **b.** After the date specified for removal, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

G.4 Limitation on Government's Liability (JAN 95)

- Except as provided in paragraph b. in any case where liability of the Government to the Contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- **b.** Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.5 Protests (FEB 00)

Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1), or 2) with the General Accounting Office (see paragraph d.3), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

PROCEDURES FOR FILING PROTESTS

a. Protests Based on Alleged Solicitation Improprieties

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales conducted on the basis of competitive proposals, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

b. Other Protests

Protests after award shall be filed not later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier, with the exception of protests challenging a sale conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 calendar days after the date on which the debriefing is held.

c. Service of Protest

(1) Protests for decision by the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C, Cadmium Contracting Officer Defense National Stockpile Center 8725 John J. Kingman Road Suite 4616 (Mail) or Suite 4528 (Hand delivered) Ft. Belvoir, VA 22060-6223

(2) Protests for decision at a level above the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts Defense National Stockpile Center 8725 John J. Kingman Road Suite 4616 (Mail) or Suite 4528 (Hand delivered) Ft. Belvoir, VA 22060-6223

(3) Protests for decision by the GAO shall be filed in writing at the following address:

General Counsel Attn: Procurement Law Control Group U.S. General Accounting Office 441 G Street, NW Washington, DC 20548 A copy of any such protest shall be received by the Contracting Officer at the address in paragraph d.1, above, within one day of filing the protest.

G.6 Disputes (JAN 95)

- **a.** This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).
- **b.** Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- **d.** (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.
 - (2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-
 - (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
 - (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.
 - (ii) If the Contractor is not an individual, the certification shall be executed by -
 - (A). A senior company official in charge at the Contractor's plant or location involved; or

- (B). An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- **f.** The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph d(2) of this clause, and executed in accordance with paragraph d(3) of this clause.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.7 Default (JUL 97)

- **a.** (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
 - (2) The Government's right to terminate this contract under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior

to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.

- (3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- **b.** If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in Section I.1 Sale of Government Property Bid and Award (JAN 01), the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- **d.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.8 Termination for Convenience of the Government (DEC 97)

- **a.** The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

G.9 Excusable Delays (MAY 95)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- **b.** This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if-
 - (1) the delay meets the criteria in paragraph a. above; and
 - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.10 Setoff of Funds (JUL 98)

The Contractor agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest or storage charges), arising out of this or any other transaction.

G.11 Indemnification Agreement (JUN 96)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to defend any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from or been connected with performance of this contract and to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending such suits.

G.12 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- **b.** "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- **d.** "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- **e.** "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H - DEFINITIONS (JUN 95)

As used throughout this Solicitation, the following terms shall have the meaning set forth below:

- **a.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- **b.** The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

SECTION I - SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR BID, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THEN SUBMIT I.1 THROUGH AND I.4 ONLY:

- I.1 Sale of Government Property Bid and Award (JAN 01)
- I.2 Item Bid Page DLA-CADMIUM-003 (JAN 01)
- 1.3 Certificate of Independent Price Determination (NOV 00)
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)
- I.5 Type of Business Organization (APR 96)
- I.6 Persons Authorized to Request Shipment of Material (FEB 98)
- I.7 Bidder's Billing Address (NOV 00)

I.1 Sale of Government Property Bid and Award (JAN 01)

BID	DATE OF BID (Day, month, and year)					
(This Section to be completed by the Bidder)						
In compliance with this Invitation and subject to the Terms and Conditions cited within, the undersigned offers and agrees, if this Bid is accepted within three (3) working days after the date of Bid opening to purchase and pay for any and all of the items or lots of property listed in Section I.2, and to remove the property within the time specified in the Invitation after contract award by the Government. The total amount bid is \$						
EXECUTION BY BIDDER	EXECUTION BY GOVERNMENT					
DATE (Day, Month, Year)	DATE OF ACCEPTANCE (Day, Month, Year)					
NAME OF COMPANY	CONTRACT NUMBER					
ADDRESS (Street, City, State & Zip Code) (Type or Print)	TOTAL AMOUNT					
Telephone Number:	UNITED STATES OF AMERICA					
Facsimile Number:						
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGNATURE BID (Type or print name and title under signature)	N NAME AND TITLE OF CONTRACTING OFFICER					
	Contracting Officer, DNSC-C					
CADMIUM ITEMS AWARDED (To Be Completed by the Gove	ernment)					
CONTRACT REMOVAL PERIOD EXPIRES ON:						

I.2 DLA-CADMIUM-003 BID PAGE (JAN 01)

				BID	UNIT	
ITEM	DEPOT	PRODUCER	POUNDS	QUANTITY/LB	PRICE/LB	TOTAL BID PRICE
2	SCOTIA, NY	UNKNOWN	282,985		\$	\$
3	SCOTIA, NY	UNKNOWN	15,547		\$	\$
14	BALTIMORE, MD	ANACONDA SALES CO	87,579		\$	\$
19	POINT PLEASANT, WV	UNKNOWN	10,997		\$	\$
21	POINT PLEASANT, WV	NATIONAL ZINC	216,178		\$	\$
22	POINT PLEASANT, WV	AMERICAN ZINC	180,949		\$	\$
25	HAMMOND, IN	NATIONAL ZINC	5,393		\$	\$
28	NEW HAVEN, IN	BUNKER HILL	5,124		\$	\$
33	NEW HAVEN, IN	ARKANSAS METAL	40,353		\$	\$
36	WARREN, OH	ANACONDA	406,807		\$	\$
39	POINT PLEASANT, WV	SULLIVAN MINING	70,075		\$	\$
40	POINT PLEASANT, WV	BUNKER HILL	6,000		\$	\$
42	WARREN, OH	BUNKER HILL	177,881		\$	\$
	TOTAL BID					\$

Maximum Bid Quantity:	_
Company:	_
Name and Title of Authorized Company Official:	
Signature:	_
Date:	_
Telephone Number:	
Facsimile Number:	

I.3 Certificate of Independent Price Determination (NOV 00)

- **a.** The bidder certifies that:
 - (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an bid, or (iii) the methods or factors used to calculate the prices bid;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid invitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- **b.** Each signature on the bid is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder's organization responsible for determining the prices being bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3), above

(insert full name of person(s) in the bidder's organization responsible for determining the prices bid, and the title of his or her position in the bidder's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision **b.**(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above.
- **c.** If the bidder deletes or modifies subparagraph **a.**(2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

(1) The Bidder certifies, to the best of its knowledge and belief, that -

	(i) Ti	ne Bidder and/or any of its Principals -
	(A	 Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
	(E	B). Have \square have not \square , within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
	(C).	Are \square are not \square presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a. (1)(i)(B) of this provision.
	(D).	Are \square are not \square presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
	(E).	Have \square have not \square within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
(ii)		as \square has not \square , within a three-year period preceding this bid, had contracts terminated for default by any Federal agency.
(2)	owners; pa responsibili	" for the purposes of this certification, means officers; directors; artners; and, persons having primary management or supervisory ties within a business entity (e.g., general manager; plant nead of a subsidiary, division, or business segment, and similar
(3)	If the Bidde	er answers affirmatively to anything in a.(1), above, the Bidder shall

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

include in its bid an explanation of the circumstances, including the outcome.

- **b.** The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- **e.** The certification in paragraph **a.** of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

I.5 Type of Business Organization (APR 96)

another company), \square owned or controlled by

The Bidder represents that--

a.	It operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nonprofit organization, or a joint venture.
b.	If the Bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation registered for business in (country)

	corporation company registered for business in	
	(state/country).	
d.	If the Bidder is owned or controlled by another, state the relationship (e.g., v	wholly
	owned subsidiary, etc.):	_

If the Bidder is a corporation, it is independent (not owned or controlled by

e. The Bidder agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Persons Authorized to Request Shipment of Material (FEB 98)

The Bidder shall provide the representative(s) authorized to	name(s), title(s), signature(s), and telephone number(s) of sign Section J.3 Shipping Instructions (JAN 00) :
Typed Name	Title
Signature	Telephone
Typed Name	Title
Signature	Telephone
Typed Name	Title
Signature	Telephone
I.7 Bidder's Billing Address	(NOV 00)
The Bidder shall provid below,	e its billing address and billing facsimile number
	_
	_
	_

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SECTION J - LIST OF ATTACHMENTS

- J.1 ANALYSES OF DNSC CADMIUM
- J.2 STORAGE LOCATIONS
- J.3 SHIPPING INSTRUCTIONS
- J.4 MATERIAL SAFETY DATA SHEET
- J.5 FEDWIRE PROCEDURES

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J.1 ANALYSES OF DNSC CADMIUM (JAN 01)

Item	QUANTITY	TYPE	BRAND	Cd %	Zn %	Cu %	Pb %	Sn %	Ag %	Sb %	As %	TI %
2	282,985	STICKS	ITALY	99.96	<0.0001	0.0160	0.0135	0.0024	0.0010	<0.0001	0.0028	0.0046
3	15,547	STICKS	BELGIUM	99.97	0.0033	0.0028	0.0192	0.0026	0.0006	<0.0001	0.0023	0.0032
14	87,579	BALLS	BLACK EAGLE, MT	99.97	0.0230	0.0021	0.0007	0.0030	0.0003	0.0002	0.002	0.0010
19	10,997	STICKS	ITALY	99.98	<0.0001	0.0025	0.0145	0.0021	0.0013	<0.0001	0.0016	<0.0001
21	299,991	BALLS	DOMESTIC	99.99	0.0002	0.0003	0.0014	0.0028	0.0001	<0.0001	0.0024	0.0057
22	180,949	BALLS	DOMESTIC	99.96	0.0003	0.0087	0.0074	0.0025	0.0047	<0.0001	0.0021	0.0090
25	5,393	STICKS	DOMESTIC	99.97	0.0204	0.0012	0.0018	0.0026	0.0012	0.0006	0.0003	0.0010
28	5,124	BALLS	UNKNOWN	99.99	0.0004	0.0005	<0.0001	0.0005	0.0009	0.0001	<0.0001	0.0015
30	19,720	BALLS	DOMESTIC	99.98	<0.0001	0.0124	0.0014	0.0014	0.0013	0.0014	<0.0001	0.0011
33	40,353	BALLS	UNKNOWN	99.97	0.0223	0.0003	0.0004	0.0029	0.0004	0.0007	<0.0001	0.0016
36	584,751	BALLS	DOMESTIC	99.97	0.0001	0.0151	0.0125	0.0012	0.0001	0.0003	0.0015	<0.0001
39	70,075	BALLS	DOMESTIC	No information. Item 39 has not been sampled.								
40	6,000	STICKS	DOMESTIC	99.99	<0.0001	0.0003	0.0041	0.0027	0.0002	0.0005	0.0018	0.0003
42	177,881	BALLS	DOMESTIC	99.97	0.0001	0.0151	0.0125	0.0012	0.0001	0.0003	0.0015	<0.0001

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J.2 Storage Locations (JAN 01)

SITE	<u>HOURS</u>	<u>DAYS</u>	AVAILABLE TRANSPORTATION	RESPONSIBLE <u>DEPOT</u>	UNSTAFFED LOCATION
Somerville, NJ	0715-1430	Mon-Fri	Truck		No

Point of Contact:

Mr. Lance Kualii Strategic Materials Management Division 8725 John J. Kingman Road, Suite 4616 Ft. Belvoir, VA 22060

Telephone: (703)767-7607 Facsimile: (703)767-7608

J.3 Shipping Instructions (JAN 00)

Shipping Request Number:		
1. a. Contractor:		
b. Point of Contact:	c. Telephone No.: _	
2. a. DNSC Contract No.: SP0833-01-S-	b. Commodity:	
3. Item/Pile:		
4. Depot:		
5. a. Quantity:		
b. Unit Price: c. Total	Dollar Value:	
6. Shipping Method:		
7. a. Carrier Name:		
b. Point of Contact:	c. Telephone No.:	
Date Shipment Desired:		
9. Ship To:		
10. Minimum Load:		
11. a. Outloader:	b. Telephone No.:	
12. a. Sampler:	b. Telephone No.:	
13. Copy of Payment Attached: Yes ☐ No ☐]	
14. Remarks:		
15. Contractor's Signature:	Date	Telephone
16. Shipment Approved and Authorized:	2 3.13	
	acting Officer	Date

J.4 Material Safety Data Sheets

BEGIN MSDS DLA03721

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD
SUITE 3339

EMERGENCY TELEPHONE NUMBER
1-800-424-9300 (NORTH AMERICA)
1-703-527-3887 (INTERNATIONAL) **SUITE 3339**

EMERGENCY TELEPHONE NUMBER:

SUBSTANCE: CADMIUM

TRADE NAMES/SYNONYMS:

FORT BELVOIR, VA 22060-6223

CADMIUM ELEMENT; C.I. 77180; CD; DLA03721; RTECS EU9800000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 16 1995 REVISION DATE: Jun 02 2000

SECTION 2 COMPOSITION. INFORMATION ON INGREDIENTS

COMPONENT: CADMIUM CAS NUMBER: 7440-43-9

EC NUMBER (EINECS): 231-152-8

PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=4 FIRE=0 REACTIVITY=0

EC CLASSIFICATION (CALCULATED):

T+ Very Toxic

T Toxic

Xi Irritant

R 26-37-45

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Soft, ductile, malleable silver-white, lustrous metal in pig, ingot or tub

form.

MAJOR HEALTH HAZARDS: potentially fatal if inhaled, respiratory tract irritation, cancer hazard (in

humans)

PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air

mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation, reproductive effects, metallic taste, nausea, vomiting, chest pain, difficulty breathing, headache, dizziness, bluish skin color, lung congestion, lung damage, kidney damage, liver damage, reproductive effects, death

LONG TERM EXPOSURE: lack of sense of smell, tooth discoloration, difficulty breathing SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: same as effects reported in short term exposure

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: same as effects reported in short term exposure

INGESTION:

SHORT TERM EXPOSURE: nausea, vomiting, diarrhea, stomach pain, headache, dizziness, blurred vision, kidney damage

LONG TERM EXPOSURE: same as effects reported in long term inhalation, reproductive effects

CARCINOGEN STATUS:

OSHA: N NTP: Y IARC: Y

SECTION 4 FIRST AID MEASURES

INHALATION: When safe to enter area, remove from exposure. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Keep warm and at rest. Get medical attention immediately.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Wash with soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). Get medical attention, if needed.

EYE CONTACT: Wash eyes immediately with large amounts of water or normal saline, occasionally lifting upper and lower lids, until no evidence of chemical remains. Get medical attention immediately.

INGESTION: Never make an unconscious person vomit or drink fluids. Give milk or eggs. When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, turn head to side. Get medical attention.

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ANTIDOTE:	calcium	disodium	edetate/dextrose,	intravenous;	calcium	disodium	edetate/procaine,
intramuscula	r.						·

NOTE TO PHYSICIAN: For inhalation, consider oxygen. For ingestion, consider catharsis.

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: dolomite, dry powder for metal fires, sand, graphite, soda ash, sodium chloride

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

SECTION 6 ACCIDENTAL RELEASE MEASURES

WATER RELEASE:

Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

SECTION 7 HANDLING AND STORAGE

Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances.

Use methods to minimize dust.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

CADMIUM:

CADMIUM (as Cd):

0.005 mg/m3 OSHA TWA

0.0025 mg/m3 OSHA action level

0.2 mg/m3 OSHA TWA (dust)

0.6 mg/m3 OSHA ceiling (dust)

0.1 mg/m3 OSHA TWA (fume)

0.3 mg/m3 OSHA ceiling (fume) (vacated by 58 FR 35338, June 30, 1993)

0.01 mg/m3 ACGIH TWA
0.002 mg/m3 ACGIH TWA (respirable particulate)
0.03 mg/m3 AGS TRK (inhalable dust fraction) (production) (welding fumes)
0.015 mg/m3 AGS TRK (inhalable dust fraction) (others)
0.025 mg/m3 UK MEL TWA

MEASUREMENT METHOD: Particulate filter; Acid; Atomic absorption spectrometry; NIOSH III # 7048

VENTILATION: Provide local exhaust or process enclosure ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA.

0.05 mg/m3

Any air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

0.125 mg/m3

Any powered, air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

Any supplied-air respirator with a full facepiece.

Any supplied-air respirator operated in a continuous-flow mode.

0.25 mg/m3

Any air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

Any powered, air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

Any supplied-air respirator with a full facepiece.

Any supplied-air respirator operated in a continuous-flow mode.

1.25 mg/m3

Any powered, air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

Any supplied-air respirator with a full facepiece.

Any supplied-air respirator operated in a continuous-flow mode.

5 mg/m3

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

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PHYSICAL DESCRIPTION: Soft, ductile, malleable silver-white, lustrous metal in

pig, ingot or tub form.

MOLECULAR WEIGHT: 112.41 MOLECULAR FORMULA: CD BOILING POINT: 1409 F (765 C) MELTING POINT: 610 F (321 C)

VAPOR PRESSURE: 1 mmHg @ 394 C VAPOR DENSITY: Not applicable SPECIFIC GRAVITY (water=1): 8.642 WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: acids, ammonium nitrate solutions, hot sulfuric acid, hydrochloric

acid

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: oxidizing materials, acids, metals

CADMIUM:

AMMONIUM NITRATE (FUSED): Violent or explosive reaction.

HYDRAZOIC ACID: May explode violently.

NITRYL FLUORIDE: Incandescent reaction when heated slightly.

OXIDIZERS (STRONG): Fire and explosion hazard.

SELENIUM: Exothermic reaction. SULFUR: Fire and explosion hazard.

TELLURIUM: Incandescent reaction in hydrogen atmosphere.

ZINC: Intense exothermic reaction.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of cadmium

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

CADMIUM:

TOXICITY DATA:

88 ug/m3/8.6 year(s) inhalation-man TCLo; 39 mg/m3/20 minute(s) inhalation-human LCLo; 15 mg/kg unreported-man LDLo; 2330 mg/kg oral-rat LD50; 25 mg/m3/30 minute(s) inhalation-rat LC50; 1140 mg/kg unreported-rat LD50; 890 mg/kg oral-mouse LD50; 5700 ug/kg intraperitoneal-mouse LD50; 890 mg/kg unreported-mouse LD50; 70 mg/kg oral-rabbit LDLo; 6 mg/kg

subcutaneous-rabbit LDLo; 5 mg/kg intravenous-rabbit LDLo; 546 mg/kg/26 week(s) continuous oral-rat TDLo; 1512 mg/kg/48 week(s) continuous oral-rat TDLo; 21880 mg/kg/78 week(s) continuous oral-pig TDLo

CARCINOGEN STATUS: NTP: Known Human Carcinogen; IARC: Animal Limited Evidence (Cadmium metal), Human Sufficient Evidence, Animal Sufficient Evidence, Group 1 (Cadmium and cadmium compounds); ACGIH: A2 -Suspected Human Carcinogen (Cadmium and cadmium compounds); TRGS 905: K 2 Exposure to cadmium has been associated with an increased risk of lung cancer.

LOCAL EFFECTS:

Irritant: inhalation

ACUTE TOXICITY LEVEL:

Highly Toxic: inhalation Moderately Toxic: ingestion TARGET ORGANS: kidneys

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: kidney disorders, respiratory

disorders

TUMORIGENIC DATA:

129 ug/m3 inhalation-woman TCLo/20 year(s) continuous; 3372 ug/kg subcutaneous-rat TDLo; 40 mg/kg intramuscular-rat TDLo/4 week(s) intermittent; 1200 mg/kg unreported-rat TDLo; 70 mg/kg intramuscular-rat TD; 63 mg/kg intramuscular-rat TD; 45 mg/kg intramuscular-rat TD/4 week(s) intermittent

MUTAGENIC DATA:

micronucleus test - mouse embryo 6 umol/L; cytogenetic analysis - hamster ovary 1 umol/L

REPRODUCTIVE EFFECTS DATA:

155 mg/kg oral-rat TDLo 13 week(s) male week(s) pre pregnancy/13 week(s) pregnant female/3 week(s) continuous; 220 mg/kg oral-rat TDLo 1-22 day(s) pregnant female continuous; 21500 ug/kg oral-rat TDLo multigenerations; 23 mg/kg oral-rat TDLo 1-22 day(s) pregnant female continuous; 1124 ug/kg intraperitoneal-rat TDLo 1 day(s) male; 250 ug/kg subcutaneous-rat TDLo 19 day(s) pregnant female continuous; 1250 ug/kg intravenous-rat TDLo 14 day(s) pregnant female continuous; 1250 ug/kg intravenous-rat TDLo 9 day(s) pregnant female continuous; 8 mg/kg intravenous-rat TDLo 8-15 day(s) pregnant female continuous; 448 mg/kg oral-mouse TDLo multigenerations; 1700 mg/kg oral-mouse TDLo 8-12 day(s) pregnant female continuous; 1686 ug/kg intraperitoneal-mouse TDLo 7 day(s) pregnant female continuous; 2 mg/kg parenteral-hamster TDLo 8 day(s) pregnant female continuous
ADDITIONAL DATA: Smoking may result in higher blood lead levels.
Deficiencies in iron, calcium, zinc, protein and vitamins C and D may enhance the toxic effects. Alterations of drug metabolizing activity have

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

been induced in animals.

CADMIUM: The average concentration of fume responsible for fatalities is 40-50 mg/m3 for 1 hour or 9 mg/m3 for 5 hours. Early symptoms may include mild irritation of the upper respiratory tract, rhinitis, vertigo, a sensation of constriction of the throat, a metallic taste in the mouth and cough. A latent period from 1-10 hours may precede the onset of rapidly progressing dyspnea, cyanosis, substernal or precordial chest pain, and a flu-like syndrome with weakness, malaise, nausea, vomiting, headache, fever, chills, shivering, profuse sweating, and muscular pains in the back

and limbs. Cough with foamy or bloody sputum and pulmonary rales mark the onset of acute pulmonary edema which usually develops within 24 hours and reaches a maximum by 3 days. If death from asphyxia does not occur, and exposure was mild, symptoms may resolve within a week. In more severe exposures, all symptoms including proliferative interstitial pneumonitis may persist from 3-10 days. Permanent pulmonary fibrosis and hypertrophy of bronchial vessels may occur. The fatality rate has been estimated to be between 15-20%. Acute renal necrosis and/or liver damage may develop following massive acute exposure. Sequelae from non-fatal exposure may include microcytic, hypochromic anemia, testicular atrophy, cardiovascular effects, emphysema, anemia and osteomalacia.

CHRONIC EXPOSURE:

CADMIUM: Cadmium is highly cumulative. Repeated or prolonged exposure may cause irreversible lung injury of the emphysematous type with cough and shortness of breath, abnormal lung function, airways obstruction and possibly pulmonary fibrosis. Ulceration of the nasal septum and yellow discoloration of the teeth may occur. Cadmium induced kidney damage is irreversible and may progress after exposure ceases. Proteinuria may be the first sign of damage and may be associated with glucosuria, aminoaciduria, impaired excretion, decreased concentrating capacity, increased excretion of calcium and phosphorus, and increased plasma creatinine. Calciuria may favor the development of kidney stones. Some cases of kidney failure have been reported. Osteomalacia, osteoporosis, and spontaneous fractures may occur and may be manifested as back pain, pain in the extremities, difficulty in walking, and pain on bone pressure. Other symptoms may include damage to the olfactory nerve and anosmia, hemolytic and iron-deficiency anemia, weight loss, and irritability. Some studies suggest a relationship between cadmium levels in air and human cardiovascular disease and hypertension, but causal association has not been proven. Long-term sequelae may include renal tubular necrosis, cardiovascular effects, and liver damage. Occupational exposure to cadmium is implicated in a significant increase in the incidence of prostatic and respiratory cancers. One study also reports a significant increase in renal cancers in those with inferred occupational exposure to cadmium. There is also limited information suggesting that cadmium may interfere with sperm production in humans.

SKIN CONTACT:

ACUTE EXPOSURE:

CADMIUM: Direct contact may result in irritation.

CHRONIC EXPOSURE:

CADMIUM: Repeated or prolonged exposure may result in dermatitis.

EYE CONTACT:

ACUTE EXPOSURE:

CADMIUM: Direct contact may cause irritation, redness, pain and smarting, but no injury has been reported.

CHRONIC EXPOSURE:

CADMIUM: Repeated or prolonged exposure may cause conjunctivitis.

INGESTION:

ACUTE EXPOSURE:

CADMIUM: Cadmium is a powerful emetic which induces vomiting so that less is retained and absorbed. If sufficient amounts are absorbed systemic toxicity may occur. Symptoms, which may begin within 1-60 minutes after ingestion, are salivation, choking, severe nausea, persistent vomiting, diarrhea, tenesmus, abdominal pain, blurred vision, dizziness, vertigo, headache, muscular cramps and rarely, convulsions, exhaustion, collapse, shock and unconsciousness. If death occurs, it is usually within 24 hours from shock due to fluid loss, or, it may be delayed 7-14 days and result from acute renal failure or cardiopulmonary depression. If victim survives, delayed liver and/or kidney damage may occur. A dose exceeding 300 mg may be fatal.

CHRONIC EXPOSURE:

CADMIUM: Cadmium is highly cumulative. Prolonged low level exposure may cause irreversible renal tubular dysfunction as described in chronic inhalation. Animal experiments indicate antagonistic activity between cadmium and zinc such that abnormal zinc metabolism was found to contribute significantly to the toxic syndrome following prolonged ingestion of cadmium. Functional changes in the liver, pancreas and adrenal glands which alter glucose metabolism may occur. Although inconclusive, some studies suggest a relationship between prolonged exposure to cadmium and human cardiovascular disease and hypertension. A study which supports this theory was reported where female rats exhibited hypertension after chronically ingesting cadmium through their drinking water. Reproductive effects such as congenital abnormalities, increased mortality, and reduced rates of growth have been found in animals after prolonged ingestion of cadmium.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: 2.95 ug/L 96 hour(s) LC50 (Mortality) Rainbow trout, donaldson trout (Oncorhynchus mykiss)

INVERTEBRATE TOXICITY: 146.7 ug/L 48 hour(s) EC50 (Immobilization) Water flea (Daphnia magna)

ALGAL TOXICITY: 2 ug/L 210-280 hour(s) (Residue) Algae,phytoplankton,algal mat

OTHER TOXICITY: 250 ug/L 24 hour(s) LETH (Mortality) Toad (Bufo arenarum)

FATE AND TRANSPORT:

BIOCONCENTRATION: 3500 ug/L 20 hour(s) BCF (Residue) Common bay mussel,blue mussel (Mytilus edulis) 100 ug/L

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations. Hazardous Waste Number(s): D006. Dispose of in accordance with U.S. EPA 40 CFR 262 for

concentrations at or above the Regulatory level. Regulatory level- 1.0 mg/L.

SECTION 14 TRANSPORT INFORMATION

No classification assigned. LAND TRANSPORT ADR/RID: No classification assigned. AIR TRANSPORT IATA/ICAO: No classification assigned. MARITIME TRANSPORT IMDG: No classification assigned. SECTION 15 REGULATORY INFORMATION U.S. REGULATIONS: TSCA INVENTORY STATUS: Y TSCA 12(b) EXPORT NOTIFICATION: Not listed. CERCLA SECTION 103 (40CFR302.4): N SARA SECTION 302 (40CFR355.30): N SARA SECTION 304 (40CFR355.40): N SARA SECTION 313 (40CFR372.65): Y Cadmium and compounds SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21): ACUTE: Y CHRONIC: Y FIRE: N REACTIVE: N SUDDEN RELEASE: N OSHA PROCESS SAFETY (29CFR1910.119): N STATE REGULATIONS: California Proposition 65: Y Known to the state of California to cause the following: Cadmium and compounds Cancer (Oct 01, 1987) Developmental toxicity (May 01, 1997) Male reproductive toxicity (May 01, 1997) **EUROPEAN REGULATIONS:** EC NUMBER (EINECS): 231-152-8 EC RISK AND SAFETY PHRASES: R 26 Very toxic by inhalation. R 37 Irritating to respiratory system. R 45 May cause cancer. S 1 Keep locked-up. S 2 Keep out of reach of children. S 4 Keep away from living quarters. Keep away from food, drink and animal feeding stuffs. S 13 S 20 When using do not eat or drink. S 24 Avoid contact with skin. S 35 This material and its container must be disposed of in a safe way. Wear suitable protective clothing. S 36

In case of accident or if you feel unwell, seek medical

S 45

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advice immediately (show the label where possible).

S 46

If swallowed, seek medical advice immediately and show this container or label.

SECTION 16 OTHER INFORMATION

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J.5 Fedwire Procedures

The Sender should use a bank that offers wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

- 1. Treasury Dept. Code Routing No. to the Treasury MUST BE ON SLIP "021030004".
- 2. Amount of funds to be transferred.
- 3. Treasury Department Name This item is critical -

MUST APPEAR EXACTLY AS SHOWN BELOW

TREAS NYC/(CTR/BNF=/AC-00006355)

4. Third Party Information – Purchaser's Name, Commodity, and Contract Number.